

## **Terms of Service**

**Effective Date:** 27<sup>th</sup> May, 2025

**Last Updated:** 27<sup>th</sup> May, 2025

### **1. INTRODUCTION**

Welcome to my online art showcase/ marketplace, an online contemporary art marketplace operated from India. These Terms of Service ("Terms") govern your use of our website, mobile application, and related services (collectively, the "Service").

By accessing or using our Service, you agree to be bound by these Terms. If you disagree with any part of these terms, you may not access the Service.

### **2. DEFINITIONS**

- **"Artwork"** refers to original contemporary art pieces, prints, sculptures, and other artistic works sold through our platform
- **"User"** refers to anyone who accesses or uses our Service
- **"Customer"** refers to users who make purchases through our Service
- **"Artist"** refers to creators whose artwork is featured on our platform
- **"Content"** refers to all text, images, audio, video, and other materials available through our Service

### **3. ELIGIBILITY**

You must be at least 18 years old to use our Service. By using our Service, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms.

### **4. ACCOUNT REGISTRATION**

#### **4.1 Account Creation**

To make purchases, you may need to create an account. You agree to:

- Provide accurate, current, and complete information
- Maintain and update your account information
- Keep your password secure and confidential
- Accept responsibility for all activities under your account

#### **4.2 Account Termination**

We reserve the right to suspend or terminate accounts that violate these Terms or engage in fraudulent, abusive, or illegal activities.

## **5. PRODUCTS AND SERVICES**

### **5.1 Artwork Descriptions**

We strive to display artwork accurately, including colors, dimensions, and materials. However, we cannot guarantee that your device will accurately display colors or that artwork will appear exactly as shown online.

### **5.2 Availability**

All artwork is subject to availability. We reserve the right to discontinue any artwork at any time without notice.

### **5.3 Pricing**

- All prices are listed in Indian Rupees (INR) unless otherwise specified
- Prices are subject to change without notice
- The price charged will be the price displayed at the time of order confirmation
- All applicable taxes will be added to the total amount

## **6. ORDERING AND PAYMENT**

### **6.1 Order Process**

- Orders are subject to acceptance by us
- We reserve the right to refuse or cancel any order
- Order confirmation does not guarantee availability

### **6.2 Payment Methods**

We accept the following payment methods:

- Credit/Debit Cards (Visa, MasterCard, American Express, RuPay)
- Net Banking
- UPI (Unified Payments Interface)
- Digital Wallets
- EMI options (where available)

### **6.3 Payment Processing**

- Payment must be received before order processing
- All transactions are processed securely through certified payment gateways
- We do not store your payment card information

## **7. SHIPPING AND DELIVERY**

### **7.1 Shipping Areas**

We currently ship within India. International shipping may be available for select items.

### **7.2 Delivery Times**

- Standard delivery: 7-14 business days
- Express delivery: 3-5 business days (where available)
- Delivery times may vary based on location and artwork size

### **7.3 Shipping Costs**

Shipping costs are calculated based on:

- Artwork size and weight
- Delivery location
- Shipping method selected

### **7.4 Risk of Loss**

Risk of loss and title pass to you upon delivery to the carrier.

## **8. RETURNS AND EXCHANGES**

### **8.1 Return Policy**

- Returns accepted within 7 days of delivery
- Artwork must be in original condition
- Original packaging must be intact
- Return shipping costs borne by customer unless item is defective

### **8.2 Refund Process**

- Refunds processed within 7-10 business days after receiving returned item
- Refunds issued to original payment method
- Shipping charges are non-refundable

### **8.3 Damaged Items**

Report damaged items within 48 hours of delivery with photographic evidence.

## **9. INTELLECTUAL PROPERTY**

### **9.1 Our Rights**

The Service and its content are protected by copyright, trademark, and other intellectual property laws. We or our licensors own all rights to the Service and its content.

## **9.2 Artist Rights**

Artists retain copyright in their original works. Purchase of artwork grants you ownership of the physical piece but not reproduction rights unless explicitly stated.

## **9.3 User Content**

By submitting content (reviews, comments, images), you grant us a non-exclusive, royalty-free license to use, modify, and display such content.

## **10. PRIVACY POLICY**

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and protect your information. By using our Service, you consent to our privacy practices.

## **11. PROHIBITED USES**

You may not use our Service to:

- Violate any laws or regulations
- Infringe on intellectual property rights
- Transmit harmful, offensive, or illegal content
- Attempt to gain unauthorized access to our systems
- Interfere with the proper functioning of the Service
- Engage in fraudulent activities

## **12. LIMITATION OF LIABILITY**

### **12.1 Disclaimer**

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **12.2 Liability Limitation**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SPECIFIC ARTWORK OR SERVICE THAT GAVE RISE TO THE CLAIM.

### **12.3 Consequential Damages**

WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

### **13. INDEMNIFICATION**

You agree to indemnify and hold us harmless from any claims, damages, losses, or expenses arising from your use of the Service or violation of these Terms.

### **14. GOVERNING LAW AND JURISDICTION**

These Terms are governed by the laws of India. Any disputes shall be subject to the exclusive jurisdiction of the courts in Noida, India.

### **15. FORCE MAJEURE**

We shall not be liable for any failure to perform due to circumstances beyond our reasonable control, including natural disasters, government actions, strikes, or technical failures.

### **16. SEVERABILITY**

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

### **17. MODIFICATIONS**

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting. Your continued use of the Service constitutes acceptance of the modified Terms.

### **18. CONTACT INFORMATION**

For questions about these Terms, please contact us at:

Email: [suryansh.mishra.sm6@gmail.com](mailto:suryansh.mishra.sm6@gmail.com)

Phone: +91 93121 57264

Address: KM19 802, Jaypee Kosmos, Sec-134, Noida, Uttar Pradesh-201304

### **19. DISPUTE RESOLUTION**

#### **19.1 Informal Resolution**

Before initiating formal proceedings, parties agree to attempt informal resolution through direct communication.

#### **19.2 Mediation**

If informal resolution fails, disputes may be resolved through mediation before resorting to litigation.

## **20. COMPLIANCE WITH INDIAN LAWS**

### **20.1 Consumer Protection**

This agreement is subject to the Consumer Protection Act, 2019, and other applicable Indian consumer protection laws.

### **20.2 GST Compliance**

All transactions are subject to applicable Goods and Services Tax (GST) as per Indian tax laws.

### **20.3 Foreign Exchange Management**

International transactions, if any, shall comply with the Foreign Exchange Management Act (FEMA).

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**By using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.**